

NOTICE OF SALE OF ESTATE PROPERTY

Location: Courtroom 302, U.S Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501

Overbid procedure (if any):

Sale subject to Court Approval; no overbid procedures in Chapter 7 Trustee's Motion for Order Authorizing Short Sale of Real Property of the Estate (See attached).

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

12/06/2018 at 9:30 a.m. (known liens will be paid through escrow on the sale transaction)
United States Bankruptcy Court
Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Karl T. Anderson, Chapter 7 Trustee
340 South Farrell Drive
Suite A210
Palm Springs, California 92262
Telephone: (760) 778-4889
Facsimile: (760) 778-8869
E-mail: ktacpa@msn.com

Date: 11/15/2018

Attachments:

- (1) Statement of Information**
- (2) Sale Motion**
- (3) Proof of Service**

Statement of Information in Compliance with LBR 6004-1(c)(3)

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: December 6, 2018 at 9:30 a.m. Hearing Place: Courtroom 302 U.S. Bankruptcy Court 3420 Twelfth Street, Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Habib John Nazarzai, 30762 Via Pared, Thousand Oaks, CA 92276-6628
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Single family residence located at 53031 Cressida Street, Lake Elsinore, California 92522-1634 ("Property")
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	<p>The Buyer has offered \$313,500.00, subject lienholder approval of short sale provisions, payment of "Buyer Trustee Carve-Out Fee," and Court approval. The Buyer is paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.</p> <p>The Trustee's Realtor states that the lienholder will not sign a document consenting to the "Short Sale" but will agree to the transaction as part of the Court Order to approve the sale.</p>
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	<p>Outstanding liens will be paid through escrow on the sale transaction. Thus, outstanding liens will be released, discharged and terminated at the close of escrow and the liens will <u>not</u> attach to the sale proceed. A chart describing the liens, claims or interests impacting the Property and their treatment through the sale is set forth in the attached (1) <i>Chapter 7 Trustee's Motion for Order Authorizing Short Sale of Real Property of the Estate Pursuant to Bankruptcy Code §363(b), and Ancillary Relief; Memorandum of Points and Authorities, Declarations of Karl T. Anderson, Deborah Priebe and Buyer in Support Thereof</i>, (2) <i>California Residential Purchase Agreement and Joint Escrow Instruction</i> and (3) <i>Proof of Service</i></p>
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	The property was listed for nearly three months with no offers. The sale of the Property is subject to Court approval.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	<p>Purchase price of \$313,500.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$16,400.00 (8% of the purchase price). The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. Through the sale, and contingent upon Court approval of the Trustee Motion for Authorizing Short Sale filed on October 11, 2018 (Docket No. 23) the Trustee estimates to generate net proceeds of approximately \$18,750.00 for the Estate.</p>

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	On August 15, 2018, the Court entered an Order granting Chapter 7 trustee's application to employ Deborah L. Priebe ("Realtor") as the Trustee's realtor. Under the listing agreement, the Realtor is entitled to a commission on the sale in an amount not to exceed 6% of the purchase price (or \$18,810.00) to be split between the Trustee's Realtor and Selling Agent. (The Buyer's Selling Agent is Dyson Companies). Escrow fees shall be split between Buyer and the Estate in the manner customary in the County where the Property is located.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	The Trustee has not yet hired an accountant but given that the Property had been the Debtor's primary residence where couple resided there two out of the last five years, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay any capital gains taxes on the sale.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by November 22, 2018).

Karl T. Anderson
340 South Farrell Drive
Suite A210
Palm Springs, California 92262
Telephone: (760) 778-4889
Facsimile: (760) 778-8869
E-mail: ktacpa@msn.com

CHAPTER 7 TRUSTEE

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

RIVERSIDE DIVISION

IN RE

Case No.: 6:18-bk-14086-SY

Chapter 7

MARDO IBRAHIM EADEH

ROLA J. EADEH

Debtors

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER AUTHORIZING SHORT SALE
OF REAL PROPERTY OF THE ESTATE
PURSUANT TO BANKRUPTCY CODE
§363(b), AND ANCILLARY RELIEF;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
KARL T. ANDERSON, DEBORAH
PRIEBE AND BUYER IN SUPPORT
THEREOF**

Date: November 8, 2018

Time: 9:30 A.M.

Ctrm: 302

United States Bankruptcy Court
3420 Twelfth Street
Riverside, California 92501

TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE;

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF
DATE: NOVEMBER 8, 2018 - 1

1 **THE DEBTOR AND THEIR ATTORNEY OF RECORD; THE OFFICE OF THE**
2
3 **UNITED STATES TRUSTEE; AND ALL INTERESTED PARTIES:**

4 Karl T. Anderson, the duly appointed, qualified and acting
5 Chapter 7 Trustee ("Trustee"), of the above-entitled estate
6 ("Estate"), hereby moves this Court for an Order Approving Short
7 Sale of the real property located at 53031 Cressida Street, Lake
8 Elsinore, California ("Property") to Habib John Nazarazi
9 ("Buyer") or its principal, for the sum of \$313,500.00, on terms
10 that provide as follows:
11

12 a. The sale may not close unless lien holders on the
13 Property reduce their claims by way of demands in escrow to a
14 collective amount which is no more than the remainder of the
15 Sale Price less costs of sale; and
16

17 b. The Buyer deposits into escrow not only the Sale
18 Price, but also the additional sum of \$18,750.00 ("Buyer Trustee
19 Carve-Out Fee"), a premium payable to the Trustee at the close
20 of escrow for his accommodation in the "short sale" of the
21 Property; and
22

23 c. Authorizing the disbursement of the following,
24 provided there are sufficient funds in escrow:

25 (i) Costs of sale, estimated at 8% of the Sale

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27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: NOVEMBER 8, 2018 - 2

1 Price, including commissions and escrow costs.

2
3 (ii) A Buyer Trustee Carve-Out Fee of \$18,750.00
4 payable to the Estate. This is an accommodation fee to be paid
5 by the Buyer on top of the Sale Price for the Trustee's
6 facilitation of the sale of the Property. Since it is payable
7 due to Trustee's efforts in the case, and not on account of any
8 asset of the Debtor, it is not subject to any exemption.
9

10 (iii) All other liens on the Property in amounts
11 established by demands in escrow. Trustee's agent is
12 negotiating with all lien holders, and will either obtain a
13 release of the liens, or will negotiate amounts which total no
14 more than the net of the Sale Price less costs of sale.
15

16 (iiii) A \$1,500.00 "buffer" for other
17 unanticipated incidental or nominal items as may be necessary to
18 close escrow on the Property, pursuant to a demand in escrow and
19 subject to Trustee's review and approval prior to distribution.
20

21 d. Determining that the Buyer is a "good faith
22 purchaser" within the meaning of 11 U.S.C. § 363(m).

23 e. Authorizing the Trustee to sign any and all
24 documents necessary, and to undertake any non-material
25 amendments and modifications necessary, to complete the sale to

26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: NOVEMBER 8, 2018 - 3

1 the highest qualified bidder without further notice, hearing or
2 Court Order.

3
4 This Motion is made under 11 U.S.C. § 363(b), which
5 authorizes Trustee to sell property of the Estate outside of the
6 ordinary course of business, upon the following facts:

7 1. There is no net equity in the Property for the Debtor.
8 Trustee, through his agent, has negotiated with the mortgage
9 lender for the "short sale" of the Property at the Sale Price.
10 In addition to the Sale Price, the Buyer will pay a Buyer
11 Trustee Carve-Out Fee of \$18,750.00 on account of Trustee's
12 accommodation in the sale of this greatly distressed property
13 through a "short sale". In the absence of the Buyer Trustee
14 Carve-Out Fee, the Property would be abandoned, the lender would
15 foreclose, and neither the Debtors nor creditors would receive
16 benefit from the sale. The Buyer Trustee Carve-Out Fee allows
17 the Trustee to create value for unsecured creditors of the
18 Estate from an otherwise valueless asset.

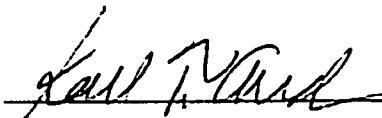
19 2. The mortgage lender has agreed informally that it will
20 reduce its demand in escrow to an amount which is less than or
21 equal to the net funds in escrow. The lender will not commit in
22 writing until escrow is opened and a HUD-1 settlement statement

23 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
24 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
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26 DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF
27 DATE: NOVEMBER 8, 2018 - 4
28

1 showing the proposed disbursements is prepared. The lender has
2 indicated informally that the Sale Price is acceptable.
3
4 Trustee's agent believes that the amounts of any other liens can
5 be negotiated down, so that the transaction can be completed.
6
7 Trustee seeks authority to move forward with a "backstop" that
8 the sale cannot close unless the lien holders do in fact submit
9 demands in escrow which aggregate to no more than the net funds
10 in escrow, so that title will be clear at closing.

11 This Motion is based upon this Motion and the accompanying
12 Notice of Motion, the incorporated Memorandum of Points and
13 Authorities, the Declarations of Karl T. Anderson and Deborah L.
14 Priebe and upon such other and further evidence as the Court may
15 consider in connection with the hearing of this matter.
16

17
18 Executed this 11th day of October, 2018 at Palm Springs,
19 California.

20 

21 KARL T. ANDERSON

22 CHAPTER 7 TRUSTEE

23
24
25
26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: NOVEMBER 8, 2018 - 5

MEMORANDUM OF POINTS AND AUTHORITIES

1
2
3
4 1. Mardo Ibrahim Eadeh and Rola J. Eadeh ("Debtors")
5 initiated the captioned case by the filing of a Voluntary
6
7 Petition on May 15, 2018. Karl T. Anderson ("Trustee") is the
8
9 duly appointed and acting Chapter 7 Trustee of the resulting
10
11 bankruptcy estate ("Estate").

12 2. The Debtors scheduled their interest in residential
13
14 real property located at 53031 Cressida Street, Lake Elsinore,
15
16 California ("Property"), on Schedule A/B listing a value of
17
18 \$329,750.00.

19 3. Trustee retained Deborah L. Priebe of The Dyson
20
21 Companies ("Agent") to evaluate the Property, and to determine
22
23 whether the mortgage lender was interested in pursuing a "short
24
25 sale" of the Property.

26 4. The Agent advised that \$329,750.00 was a reasonable
27
28 listing price in the current market.

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 6

1 5. The mortgage lender had a foreclosure sale scheduled on
2
3 the Property for September 21, 2018, on a balance in excess of
4 \$461,200.00. Thus, the Property is significantly over-
5
6 encumbered, with no equity for either the Debtors or the Estate.

7 6. As is stated in the Declaration of Deborah L. Priebe,
8
9 the mortgage lender expressed interest in negotiating a "short
10 sale", and on that basis the Property was listed for sale.

11 7. The Debtors have indicated their assent to the short
12
13 sale of the Property.

14 8. Through his Agent, Trustee has received an offer from
15
16 Habib John Nazarzai ("Buyer") to purchase the Property for
17 \$313,500.00. ("Sale Price"), "as is-where is", with no
18
19 warranties or guaranties. True and correct copies of the offer
20
21 and addenda thereto (collectively "Offer") executed by the Buyer
22
23 are attached as Exhibit A to the Declaration of Karl T.
24
25 Anderson. Title will be taken in the name of the Buyer.

26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 7

1 9. As a part of the Offer, the Buyer has agreed to pay a
2
3 Buyer Trustee Carve-Out Fee on top of the Sale Price. The Buyer
4 Trustee Carve-Out Fee represents compensation for Trustee's
5
6 accommodation in the sale of the Property which would otherwise
7
8 have no value to the Debtors or the Estate. If the Buyer were
9
10 tied up in foreclosure and sale for potentially many more
11
12 months. The Offer creates a benefit for all parties; the bank
13
14 obtains resolution of a severely distressed loan, the Buyer
15
16 obtains the Property on an expedited basis, and the Trustee
17
18 obtains the Buyer Trustee Carve-Out Fee for the benefit of the
19
20 Estate.

21 10. Based upon a customary schedule of fees in the
22
23 industry, the Buyer Trustee Carve-Out Fee for the sale of the
24
25 Property is \$18,750.00.

26 11. Lenders will not give their final, written approval of
27
28 a short sale until the back end of the transaction, when a HUD-1

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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1 Settlement Statement has been prepared to show the actual amount
2
3 of the proceeds available for disbursement. However, in the
4 Agent's experience, when a lender gives its formal consent to
5
6 the transaction, the lender will submit a demand which has been
7
8 reduced to the amount of the proceeds on hand. Thus, the Agent
9
10 is confident that the lender will release its lien at the close
11
12 of escrow in exchange for the net proceeds.

11 12. A Preliminary Title Report shows the following
12
13 additional encumbrances against the Property:

- 14 (a) Rosetta Canyon Community Center, \$17,563.00
15
16 (b) A&M Marble, \$1,411.00
17
18 (c) Ford Motor Credit, \$2,705.00

18 13. The Agent will also negotiate with other lienholders.
19
20 Upon closing, their liens will be paid according to their
21
22 demands in escrow, whether that amount reflects a reduction of
23
24 the actual balance or not. Thus, at closing, title to the
25

1 Property will be clear and free of liens, with title insurance
2
3 to protect the successful bidder.

4 14. 11 U.S.C. § 363(b)(1) provides that "[t]he trustee,
5
6 after notice and a hearing, may use, sell, or lease, other than
7
8 in the ordinary course of business, property of the estate".
9 The proposed sale is outside of the ordinary course of business.
10 A trustee must show that (1) a "sound business purpose justifies
11
12 the sale"; (2) "accurate and reasonable notice" of the sale was
13
14 provided; (3) the "price to be paid is adequate, i.e. fair and
15
16 reasonable"; (4) "good faith, i.e. the absence of any lucrative
17
18 deals with insiders, is present." See In re Industrial Valley
19
20 Refrig. & Air Cond. Supplies, Inc. 77 B.R. 15,21 (Bankr. E.D.
21
22 Pa. 1987).

23 15. The proposed sale of the Property conforms to each of
24
25 these requirements. There is a sound business purpose in that
26
27 this is a Chapter 7 liquidation case, and the sale of the
28
29 Property is the only disposition of the Property which will

30 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
31 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
32 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
33 DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF
34 DATE: - 10

1 allow distribution to creditors, which is Trustee's objective
2
3 and responsibility. The Property actually has no equity for the
4 Debtor or the Estate. The proposed transaction will create value
5
6 for the Estate by way of the Buyer Trustee Carve-Out Fee. The
7 property has been marketed, and the Sale Price, a full price
8 offer based upon the Agent's projection of value, is the highest
9
10 and best offer received. As long as the lienholders cooperate
11
12 and agree to release their liens, further exposure to the market
13
14 is unnecessary. The Debtors have claimed no exemption, and have
15
16 no claim to one in the case, as the Buyer Trustee Carve-Out Fee
17
18 is compensation for Trustee's efforts, not the value of an asset
19
20 of the Debtor. There is no equity in the Property to which an
21
22 exemption can attach.

23 16. The Buyer Trustee Carve-Out Fee may provide for only a
24
25 small distribution in this case (depending upon the allowed
26
27 amount of claims), but the alternative is no distribution at
28
all.

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 11

1 17. Notice of the offer is being provided to all
2
3 creditors.

4 18. As is shown by the Declarations of Karl T. Anderson
5
6 and Buyer, the Buyer is not an insider of the Debtors. Thus, the
7 proposed sale is an arms-length transaction, and is in good
8
9 faith. Trustee seeks a determination that the Buyer is a "good
10 faith purchaser" within the meaning of 11 U.S.C. § 363(m), such
11
12 that any appeal of an Order granting this motion, even if
13
14 successful, will not affect the validity of the sale unless a
15
16 stay pending appeal is obtained.

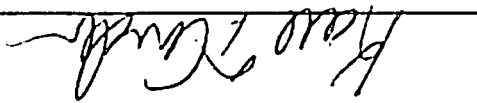
17 19. Trustee seeks authority to disburse the sale proceeds,
18
19 himself or through escrow, as follows, provided that there are
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21 sufficient funds in escrow for all of the following:

22 a. For normal closings costs (projected at
23
24 approximately 8% of the gross sale price), including the cost of
25
26 escrow, title, and the commissions of brokers/agents as provided
27
28 in the Offer.

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 13

KARL T. ANDERSON
CHAPTER 7 TRUSTEE



California.

Executed this 10th day of October, 2018 at Palm Springs,

distribution.

in escrow and subject to Trustee's review and approval prior to
to exceed an aggregate amount of \$1,500.00, pursuant to a demand

items as may be necessary to close escrow on the Property, not

d. For such other unanticipated incidental or nominal

pursuant to demand in escrow.

c. For the payment of all liens and/or encumbrances

to the Estate.

b. For the payment of the Buyer Trustee Carve-Out Fee

DECLARATION OF KARL T. ANDERSON

I, Karl T. Anderson, declare:

1. I am the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate ("Estate") of MARDO IBRAHIM EADEH AND ROLA J. EADEH ("Debtors"). I make this declaration based upon facts that are within my personal knowledge, or are matters of public record, and if called upon to testify thereto, I could and would competently so testify.

2. The Debtors initiated the captioned case by the filing of a Voluntary Petition on May 15, 2018.

3. The Debtors scheduled interest in residential real property located at 53031 Cressida Street, Lake Elsinore, California ("Property"), scheduling a value of \$329,750.00.

4. I retained Deborah L. Priebe of The Dyson Companies ("Agent") to evaluate the Property, and to determine whether the mortgage lender was interested in pursuing a "short sale" of the Property. The Agent is a short sale specialist, who works with lenders nationwide to resolve their distressed property liens.

5. The mortgage lender had a foreclosure sale scheduled on the Property for September 21, 2018, on a balance in excess of \$461,200.00. Thus, the Property is significantly over-

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
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DATE: - 14

1 encumbered, with no equity for either the Debtor or the Estate
2 in a straight sale.
3

4 6. As is stated in the Declaration of Deborah L. Priebe,
5 the mortgage lender expressed interest in negotiating a "short
6 sale", and on that basis the Property was listed for sale.

7 7. The Debtors have indicated their assent to the short
8 sale of the Property, and will be vacating the residence.
9

10 8. The Agent has confirmed with representatives of the
11 senior lien holder that a sale at the Offer price, subject to
12 the terms and conditions in the documents, would be acceptable.

13 9. As a part of the Offer, the Buyers have agreed to pay a
14 "Buyer Trustee Carve-Out Fee" on top of the Sale Price. The
15 Buyer Trustee Carve-Out Fee represents compensation for my
16 accommodation in the sale of the property which would otherwise
17 have no value to the Debtor or the Estate. If the Buyers were
18 left to deal directly with the lender, the Property would be
19 tied up in foreclosure and sale for potentially many more months.
20 The Offer creates a benefit for all parties: the bank obtains
21 resolution of a severely distressed loan, the Buyers obtain the
22 Property on an expedited basis, and I obtain the Buyer Trustee
23 Carve-Out Fee for the benefit of the Estate.
24
25

26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF
DATE: - 15

1 10. Based upon a customary schedule of fees in the
2 industry, the Buyer Trustee Carve-Out Fee for the sale of the
3 Property would be \$18,750.00.
4

5 11. Lenders will not give their final, written approval of
6 a short sale until the back end of the transaction, when a HUD-1
7 Settlement Statement has been prepared to show the actual amount
8 of the proceeds available for disbursement. However, in the
9 Agent's experience, when a lender gives its informal consent to
10 the transaction, the lender will submit a demand which has been
11 reduced to the amount of the proceeds on hand. Thus, the Agent
12 is confident that the lender will release its lien at the close
13 of escrow in exchange for the net proceeds.
14

15 12. Junior lienholders have released their liens.
16

17 13. Thus, at closing, title to the Property will be free
18 and clear of liens, with title insurance to protect the
19 successful bidder.
20

21 14. There is a sound business purpose for the sale in that
22 this is a Chapter 7 liquidation case, and the sale of the
23 Property is the only disposition of the Property which will
24 allow distribution to creditors, which is my objective and
25 responsibility. The Property actually has no equity for the

26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
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DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 16

1 Debtors and the Estate. The proposed transaction will create
2 value for the Estate by way of the Buyer Trustee Carve-Out Fee.
3 The Property has been marketed, and the Sale Price, a full price
4 offer based upon the Agent's projection of value, is the highest
5 and best offer available at present. Further exposure to the
6 market is unnecessary. The Debtors have claimed no exemption,
7 and have no claim to an exemption in this case, as the Buyer
8 Trustee Carve-Out Fee is compensation for my efforts, not the
9 value of an asset of the Debtor. There is no equity in the
10 Property for which an exemption can attach.
11

12
13 15. The Buyer Trustee Carve-Out Fee may provide for only a
14 small distribution in this case (depending upon the allowed
15 amount of claims), but the alternative is no distribution at all.
16

17 16. Notice of the offer is being provided to all creditors.

18 17. There is no relationship between me and the Buyers,
19 and the Buyers are not insiders of the Debtors. Thus, the
20 proposed sale is an arms-length transaction, and is in good
21 faith. I seek a determination that the Buyer is a "good faith
22 purchaser" within the meaning of 11 U.S.C. § 363(m), such that
23 any appeal of an Order granting this motion, even if successful,
24 will not affect the validity of the sale unless a stay pending
25

26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 17

1 appeal is obtained.

2
3 18. I seek authority to disburse the sales proceeds as
4 follows, *provided that* there are sufficient funds in escrow for
5 all of the following:

6 a. For normal closing costs (projected at
7 approximately 8% of the gross sale price), including costs of
8 escrow, title, and the commissions of brokers/agents as provided
9 in the Offer.

10
11 b. For the payment of the Buyer Trustee Carve-Out Fee
12 to the Estate.

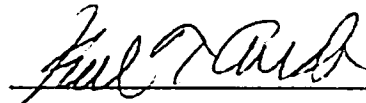
13 c. For the payment of all liens and/or encumbrances
14 pursuant to demand in escrow.

15
16 d. For such other unanticipated incidental or nominal
17 items as may be necessary to close escrow on the Property, not
18 to exceed an aggregate of \$1,500.00, pursuant to a demand in
19 escrow and subject to my review and approval prior to
20 distribution.

21
22 I declare under oath and under penalty of perjury under the
23 laws of the United States of America that the foregoing is true
24 and correct to the best of my knowledge, information and belief.

25
26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 18

Executed this 10th day of October, 2018 at Palm Springs,
California.



KARL T. ANDERSON

CHAPTER 7 TRUSTEE

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 19

DECLARATION OF DEBORAH L. PRIEBE

I, Deborah L. Priebe, declare:

1. I am a real estate broker licensed in the States of California and Nevada. I am an agent with The Dyson Companies, a real estate and community network website platform, which matches real estate agents with clients nationwide. I have over 35 years of experience in the banking/real estate industry. I make this declaration based upon the facts that are within my personal knowledge, or are matters of public record, and if called upon to testify thereto, I could and would competently so testify.

2. For the past several years I have developed a specialty in working with bankruptcy trustees in liquidating distressed properties through "short sales". When a trustee identifies a property which meets certain parameters, I arrange for the assessment of the property, then open negotiations with the mortgage lender(s) towards the sale of the property through the bankruptcy estate, with the trustee to receive a Buyer Trustee Carve-Out Fee as a premium paid by the buyer to benefit the Estate. The customary Trustee Fee is established according to a schedule of values. For prices at \$310,000.00, the fee is

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON, DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF
DATE: - 20

1 \$18,750.00.

2
3 3. On behalf of Karl T. Anderson, Trustee of the
4 bankruptcy estate of MARDO IBRAHIM EADEH AND ROLA J. EADEH
5 ("Debtors"), I arranged for an assessment of the real property
6 located at 53031 Cressida Street., Lake Elsinore, California
7 ("Property").

8
9 4. The Property was in foreclosure, with a foreclosure
10 sale set for September 21, 2018; the balance on the mortgage
11 lender's account, according to the Notice of Sale, was in excess
12 of \$461,200.00.

13 5. The Property is obviously significantly "underwater",
14 with no net equity for the Estate.

15
16 6. I approached the servicer for the mortgage lender,
17 which expressed interest in a short sale. On that basis, I
18 listed the Property for sale.

19 7. I believe that the Offer is very reasonable, given the
20 condition of the Property and the current market and lender's
21 servicer has indicated that it would accept a transaction at the
22 Offer Price. This is the highest and best offer generated.

23
24 8. As part of the Offer, the Buyers have agreed to pay a
25 Buyer Trustee Carve-Out Fee in addition to Sale Price. The Buyer
26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOFDATE: - 21

1 Trustee Carve-Out Fee represents compensation for Trustee's
2 accommodation in the sale of the Property. If the Buyers were
3 left to deal directly with the lender, the Property would be
4 tied up in foreclosure and sale for potentially many more months.
5 By way of the Offer, the bank obtains resolution of a severely
6 distressed loan, the Buyers obtain the Property on an expedited
7 basis, and Trustee obtains the Buyer Trustee Carve-Out Fee for
8 the benefit of the estate.
9
10

11 9. Based on a customary schedule of fees in the industry,
12 the Buyer Trustee carve out fee for the sale of the Property is
13 \$18,750.00. The schedule is included in the offer.
14

15 10. I have confirmed the earnest money deposit by buyers
16 in the sum of \$6,190.00 with title.

17 11. Lenders will not give their final, written approval of
18 a short sale until the back end of the transaction, when a HUD-1
19 Settlement Statement has been prepared to show the actual amount
20 of the proceeds available for disbursement. However, in my
21 experience, when a lender gives its informal consent to the
22 transaction, the lender will submit a demand which has been
23 reduced to the amount of the proceeds on hand. Thus, I am
24 confident that the lender will release its lien at the close of

25
26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 22

1 escrow in exchange for the net proceeds.

2 12. Junior lienholders have released their liens.

3 13. Thus, at closing, title to the Property will be free
4 and clear of liens, with title insurance to protect the
5 successful bidder.
6

7 I declare under oath and under penalty of perjury under the
8 laws of the United States of America that the foregoing is true
9 and correct to the best of my knowledge, information and belief.
10

11 Executed on 10-10, 2018 at Henderson Nevada.

12 
13
14 Deborah L. Priebe

15
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26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 23

DECLARATION OF Habib John Nazarrai

I, the undersigned, declare:

1. I am the proposed buyer of the real property located at 53031 Cressida Street., Lake Elsinore, California ("Property").

I make this declaration based upon facts that are within my personal knowledge, and if called upon to testify thereto, I could and would competently so testify.

2. I submitted the offer ("Offer"), a true and correct copy of which is attached as Exhibit A to the Declaration of Karl T. Anderson. The Offer includes the Sale Price of \$313,500.00 plus a Buyer Trustee Carve-Out Fee of \$18,750.00.

3. I have negotiated for the purchase of the Property at arms-length based upon values in the current real estate market. All terms of our offer are contained in the Purchase Agreement and there are no side arrangements.

4. I have made an earnest money deposit of \$6,190.00 to the title company.

5. I am not related to anyone connected to this case, to include the Trustee, his professionals, the Debtors, the Office of the United States Trustee or the Judge. To the best of my knowledge, I am not an "insider" as to any of the foregoing

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON, DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 24

1 parties; I have no familial or business relationship with any of
2 the foregoing parties.
3

4 6. I understand that the offer is subject to Bankruptcy
5 Court Approval.

6 By my signature, I declare under oath and under penalty of
7 perjury under the laws of the United States of America that the
8 foregoing is true and correct to the best of my knowledge,
9 information and belief.
10

11 Executed on <sup>10/10/2018
08:39 PM GMT</sup> _____, 2018 at Lake Elsinore, California.

12 *Habib John Nazarrai* 

13 Habib John Nazarrai
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26 CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF
27 THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(B), AND ANCILLARY RELIEF;
28 MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON,
DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF DATE: - 25



CALIFORNIA
ASSOCIATION
OF REALTORS *

CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 09/02/2018

1. OFFER:

- A. THIS IS AN OFFER FROM Habib John Nazarzai ("Buyer").
B. THE REAL PROPERTY to be acquired is 53031 Crossida St, Lake Elsinore, CA 92532-1634, situated in
Lake Elsinore (City), San Bernardino (County), California, 92532-1634 (Zip Code), Assessor's Parcel No. _____ ("Property").
C. THE PURCHASE PRICE offered is Three Hundred Nine Thousand, Five Hundred Dollars \$ 309,500.00.
D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 15 Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent The Dyson Companies (Print Firm Name) is the agent of (check one):
☒ the Seller exclusively; or ☐ both the Buyer and Seller.
Selling Agent MVP Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 6,190.00.
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ☒ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: In the amount of \$ _____.
This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(2) ☐ SECOND LOAN in the amount of \$ _____.
This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: _____

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 303,310.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 309,500.00

Buyer's Initials X HN
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Seller's Initials _____



RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

MVP Realty, 12223 Highland Ave #106-830 Rancho Cucamonga CA 91739
Teresa Roberts

Phone: (909) 50-2832 Fax: _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

53031 Crossida St

EXHIBIT A

Property Address: 53031 Crossida St, Lake Elsinore, CA 92532-1634

Date: September 2, 2018

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.
- J. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 3 (or ____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL: Within 21 (or ____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. SALE OF BUYER'S PROPERTY:
- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. ADDENDA AND ADVISORIES:
- A. ADDENDA:
- | |
|---|
| <input checked="" type="checkbox"/> Addendum # 1 (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) |
| <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| <input checked="" type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) |
| <input type="checkbox"/> Other |
- B. BUYER AND SELLER ADVISORIES:
- | |
|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> Other |
6. OTHER TERMS: _____
7. ALLOCATION OF COSTS
- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1) ☒ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: _____ prepared by buyers choice
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials x HN ()

Seller's Initials [Signature] ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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53031 Crossida St



EXHIBIT A

Property Address: 53031 Cressida St, Lake Elsinore, CA 92532-1634Date: September 2, 2018**B. GOVERNMENT REQUIREMENTS AND RETROFIT:**

- (1) ☒ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee Each pay their own.
- (b) Escrow Holder shall be _____.
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E _____.
- (b) Owner's title policy to be issued by _____.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____.
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee _____.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
- (8) ☐ Buyer ☐ Seller shall pay for _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a standard (or ☐ upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____.
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☐ all stove(s), except _____; ☐ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____.
- (4) Existing integrated phone and home automation systems, including necessary components such as Intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials X HNSeller's Initials AS

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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53031 Cressida St

EXHIBIT A

Date: September 2, 2018Property Address: 53031 Cressida St, Lake Elsinore, CA 92532-1634**9. CLOSING AND POSSESSION:**

- A. Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM / ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM / ☐ PM on _____.
- C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR ☐ Tenant to remain in possession (C.A.R. Form TIP).

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
- (1) SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials X HIN
RPA-CA REVISED 12/15 (PAGE 4 OF 10)Seller's Initials [Signature]

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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53031 Cressida St

EXHIBIT A

Date: September 2, 2018

Property Address: 53031 Crossida St, Lake Elsinore, CA 92532-1634

- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.
11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property Improvements may not be built according to code, in compliance with current Law, or have had permits issued.
12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
13. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials X HIN
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Seller's Initials [Signature]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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EXHIBIT A

Property Address: **53031 Crosslida St, Lake Elsinore, CA 92532-1634**Date: **September 2, 2018**

- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A.** If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS: 17 (or ____) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.**
- (2) **Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.**
- (3) **By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ____) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.**
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
- (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ____) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the proceeding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials X HIN
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Seller's Initials _____



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)

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53031 Crosslida St

EXHIBIT A

Property Address: 53031 Cressida St, Lake Elsinore, CA 92532-1634Date: September 2, 2018

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ☐) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. **BROKERS:**
- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ☐) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ☐). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials X HIN
RPA-CA REVISED 12/15 (PAGE 7 OF 10)Seller's Initials [Signature]

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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53031 Cressida St

EXHIBIT A

Property Address: 53031 Crossida St, Lake Elsinore, CA 92532-1634Date: September 2, 2018

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials HIN

Seller's Initials _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials HINSeller's Initials X**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials X HINSeller's Initials X

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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53031 Crossida St

EXHIBIT A

Property Address: 53031 Cressida St, Lake Elsinore, CA 92532-1634Date: September 2, 2018

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ AM / ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 09/02/2018 23:25:55 BUYER Habib John Nazarzai(Print name) Habib John Nazarzai

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).Seller's Initials X

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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53031 Cressida St

EXHIBIT A

Property Address: 53031 Cressida St, Lake Elsinore, CA 92532-1634Date: September 2, 2018

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-8) for additional terms.

Date 10/5/18 SELLER _____(Print name) Karl Anderson Trustee for Bankruptcy Estate of Mardo and Rola Eadeh

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not Initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm): MVP RealtyDRE Lic. # 01834500By Teresa RobertsTeresa Roberts DRE Lic. # 01996900Date 09/02/2018 23:32:47

By _____ DRE Lic. # _____

Date _____

Address 12223 Highland Ave, #106-830City Rancho CucamongaState CAZip 92395-7703Telephone (206)450-2832

Fax _____

E-mail teresarobertsrealtor@gmail.comReal Estate Broker (Listing Firm) The Dyson Companies

DRE Lic. # _____

By Deborah Pribo DRE Lic. # _____

Date _____

By _____ DRE Lic. # _____

Date _____

Address 12707 High Bluff Dr., #200City San DiegoState CA

Zip _____

Telephone (310)589-2472

Fax _____

E-mail debpribo@sss-lv.com**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (If checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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Buyer Acknowledges that page 10 is part of this Agreement X HN _____
Buyer's Initials



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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53031 Cressida St

EXHIBIT A



CALIFORNIA
ASSOCIATION
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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated September 2, 2018, on property known as 53031 Cressida St
Lake Elsinore, CA 92532-1634

in which Habib John Nazarrai is referred to as ("Buyer/Tenant")
and Karl Anderson Trustee for Bankruptcy Estate of Mardo and Rola Eadeh is referred to as ("Seller/Landlord").

1. Buyer acknowledges that this property is subject to court and short sale lender approval.
2. Buyers acknowledge that the property is sold "AS IS" absolutely no repairs will be authorized.
3. EMD will be equal to the amount requested in the MLS unless a higher amount is offered. Upon acceptance, earnest money will be deposited with escrow in the form of a wire within 24 hours of acceptance of contract.
4. Escrow will be Seller's choice.
5. Buyer is aware that the closing is to occur on or before 30 days from short sale lender approval.
6. Buyer is responsible for turning utilities on for any inspection or buyer lender appraisals needed for closing of escrow.
7. Buyer is aware that Seller in this transaction is exempt from providing the HOA resale package.
8. Buyer is aware that Seller will not pay for CIC Capital Contributions or CIC Transfer Fee.
9. Buyer is aware that the EMD is non-refundable after the 17 day inspection period.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 09/02/2018 23:25:53

Buyer/Tenant Habib John Nazarrai
Habib John Nazarrai

Date 10/5/18
Seller/Landlord Karl Anderson
Karl Anderson Trustee for Bankruptcy Estate of Mardo

Buyer/Tenant _____

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



EXHIBIT A

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

340 South Farrell Drive, Suite A210, Palm Springs, California 92262

A true and correct copy of the foregoing document entitled (*specify*): CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SHORT SALE OF REAL PROPERTY OF THE ESTATE PURSUANT TO BANKRUPTCY CODE §363(b), AND ANCILLARY RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF KARL T. ANDERSON, DEBORAH PRIEBE AND BUYER IN SUPPORT THEREOF will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 10/10/2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Karl T Anderson (TR) edansie@hotmail.com, kanderson@ecf.epiqsystems.com
- D Justin Harelik justin@westgatelaw.com,
enotice@pricelawgroup.com;nazy@westgatelaw.com;r61832@notify.bestcase.com
- Sejal Parmar sparmar2@aissolution.com
- United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 10/11/2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Scott Yun, USBC, 3420 Twelfth St., Riverside, CA 92501
Deborah L. Priebe, The Dyson Companies, 12707 High Bluff Dr., #200, San Diego, CA 92130
Mardo Ibrahim Eadeh and Rola J. Eadeh, 53031 Cressida St., Lake Elsinore, CA 92532

☐ Service information continued on attached page

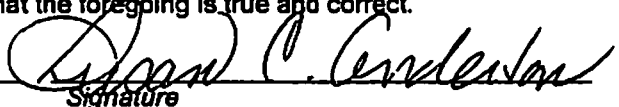
3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/11/2018
Date

Susan C. Anderson
Printed Name


Signature

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
340 South Farrell Drive, Suite A210, Palm Springs, CA 92262

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 11/15/2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Karl T Anderson (TR) edansie@hotmail.com, kanderson@ecf.epiqsystems.com
- D Justin Harelik justin@westgatelaw.com, enotice@pricelawgroup.com; nazy@westgatelaw.com
- Sejal Parmar sparmar2@aissolution.com
- United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 11/15/2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Scott Yun, USBC, 3420 Twelfth St., Riverside, CA 92501
Deborah L. Priebe, The Dyson Companies, 12707 High Bluff Dr., #200, San Diego, CA 92130
Mardo Ibrahim Eadeh and Rola J. Eadeh, 53031 Cressida St., Lake Elsinore, CA 92532
Capital One Auto Finance, PO Box 60511, City of Industry, CA 91716

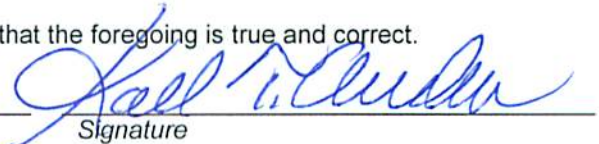
☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/15/2018 Karl T. Anderson
Date Printed Name


Signature